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9 State Bar No. 003038
10 Attorney for Debtor

11 **IN THE UNITED STATES BANKRUPTCY COURT**
12 **DISTRICT OF ARIZONA, PHOENIX DIVISION**

13 In re:)

14 LETHE LEW,)

15 Debtors.)

Case No. 2:09-BK-29704-GBN

Chapter 11

16 WELLS FARGO BANK, N.A., AS)
17 TRUSTEE UNDER THE POOLING)
18 AND SERVICING AGREEMENT)
19 RELATING TO IMPAC SECURED)
20 ASSETS CORP., MORTGAGE PASS-)
21 THROUGH CERTIFICATES, SERIES)
22 2005-2,)

23 Movant,)

24 vs.)

25 LETHE LEW, Debtor;)

26 Respondents.)

OBJECTION TO MOTION
FOR RELIEF FROM
AUTOMATIC STAY

RE: Real Property Located at
13433 West Peck Drive
Litchfield Park, Arizona 85340

27 COMES NOW the debtor, Lethe Lew, by and through counsel
28 undersigned, and hereby responds and objects to Wells Fargo Bank, N.A., as

1 Trustee Under the Pooling and Servicing Agreement Relating to Impac Secured
2 Assets Corp., Mortgage Pass-Through Certificates, Series 2005-2's Motion for Relief
3 from the Automatic Stay as follows.

4 Taken at face value, Movant's documents show that Matt Moua transferred the
5 note from the original lender, Alliance Bancorp, to IMPAC Funding Corporation.

6 There is no date on this transfer. Their exhibits also show that the Deed of Trust was
7 transferred from the original lender to Wells Fargo Bank, N.A., as Trustee Under the
8 Pooling and Servicing Agreement Relating to Impac Secured Assets Corp., Mortgage
9 Pass-Through Certificates, Series 2005-2 on February 12, 2010.
10

11 Through Movant's exhibits, it is clear that the note and Deed of Trust are held
12 by different parties. IMPAC Funding Corporation now has a note without a Deed of
13 Trust and is therefore an unsecured creditor. Movant holds a Deed of Trust that
14 secures the Debtors real property, but the Debtor does not owe Movant any money
15 and thus Movant can never foreclose upon the Deed of Trust. Movant's Deed of
16 Trust is therefore a nullity without any force or effect.
17

18 WHEREFORE, Debtors respectfully requests that the Movant's Motion for
19 Relief from the Automatic Stay be denied.
20

21 RESPECTFULLY SUBMITTED this 12th day of May, 2010.
22

23 JOSEPH W. CHARLES, P.C.

24 By /s/ Joseph W. Charles
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Attorney for Debtors

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COPY of the foregoing
mailed this 12th day of
May, 2010, to:

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Attorney for Movant

By: /s/ C. Short